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PROPOSED CONSENT DECREE AND ORDER

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Case Name:

Court: CA N.D. Cal.; 9th Cir.

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***Via Certified Mail -
Return Receipt Requested***

December 15, 2016

Gina McCarthy, Administrator
U.S. Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Citizen Suit Coordinator
U.S. Department of Justice
Environment and Natural Resource Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415

DEPT. OF JUSTICE - ENRD
ENVIRONMENT DIVISION
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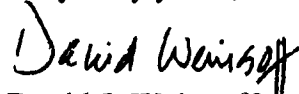
Re: *California River Watch v. Town of Hillsborough*
USDC Northern District - Case No.: 3:16-cv-06932 WHO

Submission of Consent Decree for Agency Review

Dear Administrator McCarthy and Citizen Suit Coordinator:

Enclosed also please find a fully executed [Proposed] Consent Decree entered into by the parties to the action. This Consent Decree is hereby being served pursuant to CWA § 505(c)(3), 33 U.S.C. § 1365(c)(3), and the regulations thereunder, 40 C.F.R. § 135.5, for such agencies' review and comment, where appropriate, within 45 days of service hereof.

Very truly yours,


David J. Weinsoff

DJW:lh
Enclosure

cc: Jack Silver, Esq. (*absent enclosure*)
Law Office of Mark D. Hudak (*absent enclosure*)

1 Jack Silver, Esquire SB# 160575
LAW OFFICE OF JACK SILVER
2 708 Gravenstein Highway North, Suite 407
Sebastopol, CA 95472-2808
3 Telephone (707) 528-8175
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4

5 David J. Weinsoff, Esq. SB # 141372
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6 138 Ridgeway Avenue
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8

9 Attorneys for Plaintiff
CALIFORNIA RIVER WATCH

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 CALIFORNIA RIVER WATCH, an
IRC Section 501(c)(3), non-profit,
13 public benefit corporation,

CASE NO: 3:16-cv-06932 WHO

**[PROPOSED] CONSENT DECREE AND
ORDER**

14 Plaintiff,

15 v.

16 TOWN OF HILLSBOROUGH,

17 Defendant.
_____ /

18 The following [Proposed] Consent Decree is entered into by and between Plaintiff
19 California River Watch ("CRW") and Defendant, Town of Hillsborough ("Town"). The entities
20 entering into this Consent Decree are each an individual "Party" and collectively the "Parties;"

21 **RECITALS**

22 WHEREAS, Plaintiff California River Watch ("CRW") is an Internal Revenue Code §
23 501(c)(3) non-profit, public benefit corporation organized under the laws of the State of
24 California, with headquarters located in Sebastopol, California. The mailing address of CRW's
25 office is 290 S. Main Street, #817, Sebastopol, CA 95472. CRW is dedicated to protecting,
26 enhancing, and helping to restore surface and ground waters of California, including rivers, creeks,
27 streams, wetlands, vernal pools, aquifers and associated environs, biota, flora and fauna, and
28 educating the public concerning environmental issues associated with these environs;

1 WHEREAS, the Town, organized under the laws of the State of California, owns and
2 operates a sewage collection system for the purpose of collecting and conveying for treatment
3 wastewater from residential and commercial sources;

4 WHEREAS, on or about June 27, 2016, CRW provided the Town, the United States
5 Environmental Protection Agency ("EPA"), EPA Region IX, the State Water Resources Control
6 Board, and the San Francisco Bay Regional Water Quality Control Board with a notice of
7 violation and intent to file suit under the Federal Water Pollution Control Act ("Clean Water Act"
8 or "CWA"), 33 U.S.C. §1365, ("CWA Notice Letter");

9 WHEREAS, on December 2, 2016, CRW filed a complaint against the Town in the United
10 States District Court, Northern District of California, Case No. 3:16-cv-06932, alleging violations
11 of substantive and procedural requirements of the CWA ("CWA Complaint");

12 WHEREAS, the Town denies any and all of CRW's allegations and claims as set forth in
13 the CWA Notice Letter and CWA Complaint;

14 WHEREAS, CRW and the Town have agreed that it is in the Parties' mutual interest to
15 enter into a Consent Decree setting forth the terms and conditions appropriate for resolving
16 CRW's allegations set forth in the CWA Complaint and CWA Notice Letter without further
17 proceedings; and have consented to the entry of this [Proposed] Consent Decree and Order without
18 trial of any issues, and hereby stipulate that, in order to settle the claims alleged by CRW against
19 the Town in the CWA Notice Letter and CWA Complaint this [Proposed] Consent Decree should
20 be entered;

21 WHEREAS, all actions taken by the Town pursuant to this [Proposed] Consent Decree
22 shall be made in compliance with all applicable federal and state laws and local rules and
23 regulations;

24 NOW THEREFORE, it is hereby stipulated and agreed by the Parties, and ordered and
25 decreed by this Court as follows:

26 **CONSENT DECREE**

27 1. The above RECITALS are incorporated into and shall become a part of this Consent
28 Decree.

I. JURISDICTION

2. For purposes of entry of this [Proposed] Consent Decree, the Parties agree this Court has jurisdiction over the subject matter and the Parties in this action pursuant to Section 505(a) of the Act, 33 U.S.C. § 1365(a).

3. Venue is proper in Northern District of California pursuant to Section 505(c)(1) of the Act, 33 U.S.C. §1365(c)(1), because this is the judicial district in which the Town is located. The CWA Complaint states claims upon which relief may be granted pursuant to Section 505(a)(1) of the Act, 33 U.S.C. § 1365(a)(1).

4. CRW has standing to bring this action.

5. The Court shall retain jurisdiction over this matter for purposes of enforcing the terms of this Consent Decree for the life of the Consent Decree, or as long thereafter as is necessary for the Court to resolve any motion to enforce this Consent Decree.

II. APPLICABILITY AND BINDING EFFECT

6. This Consent Decree shall apply to and be binding upon CRW and its members, and the Town, and its elected officials, and both of their officers, employees, contractors, sub-contractors, consultants, agents, assigns and volunteers and each and every one of them acting under their direction and/or control. To the extent that federal law (including federal principles of *res judicata*) allows, this Consent Decree shall be considered binding upon all persons and entities who may hereafter file a citizen suit against the Town regarding claims that are the subject of this Consent Decree. However, this Consent Decree shall not be construed to limit the authority of the United States under Section 309 of the Act, 33 U.S.C. § 1319, or of the San Francisco Regional Water Quality Control Board under California Law.

III. CONSENT DECREE TERM

7. The "Effective Date" of this Consent Decree shall be the date upon which the Consent Decree has been entered by the Court and becomes a final enforceable order. This Consent Decree shall expire on its own terms, and be of no further force and effect five (5) years from the Effective Date (hereafter, "Expiration Date").

//

IV. AGREED REMEDIAL MEASURES BY THE TOWN

8. Definitions

A. Collection System: The term “Collection System” shall mean the system of gravity sewer lines (not force mains) owned and operated by the Town designed to collect municipal, commercial, and/or industrial wastewater and convey it to the Town’s wastewater treatment facility for treatment.

B. Condition Assessment: The term “Condition Assessment” shall mean a report that comprises inspection, rating, and evaluation of the existing condition of a gravity sewer collection system. Inspection is based upon closed circuit television (“CCTV”) inspections for gravity mains, manhole inspections for structural defects, and inspections of pipe connections at the manhole. After CCTV inspection occurs, pipe conditions are assigned a grade based on the Pipeline Assessment and Certification Program (“PACP”) rating system, developed by the National Association of Sewer Service Companies. The PACP is a nationally recognized sewer pipeline condition rating system for CCTV inspections.

C. Full Condition Assessment: The term “Full Condition Assessment” shall mean a Condition Assessment of all gravity sewer lines (not force mains) in the Town’s Collection System.

D. Surface Water Condition Assessment: The term “Surface Water Condition Assessment” shall mean a subset of the Full Condition Assessment, focused on the condition of gravity sewer lines (not force mains) within two hundred (200) feet of surface waters, defined as a river, creek, or stream.

E. Significantly Defective: The PACP assigns grades based on the significance of the defect, extent of damage, percentage of flow capacity restriction, and/or the amount of pipe wall loss due to deterioration. Grades are assigned as follows:

5 — Most significant defect

4 — Significant defect

3 — Moderate defect

2 — Minor to moderate defect

1 — Minor defect

1 **9. Collection System Investigation & Repair**

2 A. Within one (1) year of the Effective Date of this Consent Decree, the Town shall repair or
3 replace any currently known PACP structural rating Grade 5 (or equivalent rating) section of the
4 Collection System.

5 B. Within one (1) year of its detection, the Town shall replace or repair any other section of
6 the Collection System that is PACP rated Grade 5.

7 C. For gravity sewer lines currently rated PACP Grade 4, the Town will consider the
8 seriousness of the defect and the proximity of a gravity sewer line to surface waters and public
9 drinking water wells currently in use when determining whether to repair, replace, or take other
10 appropriate action on the line. If the PACP 4 graded sections pose an imminent and substantial
11 risk to health or the environment, these lines will be replaced within one year of this
12 determination.

13 D. These requirements shall be included in the Town's updated Sewer System Management
14 Plan ("SSMP") within six (6) months of the Effective Date of this Consent Decree.

15 **10. Collection System Overflow Cleanup Protocols**

16 A. When a sanitary sewer overflow ("SSO") occurs, the Town, regardless of location of the
17 SSO within its jurisdiction, shall take all feasible steps and necessary remedial actions to: i)
18 control or limit the volume of untreated or partially treated wastewater discharged; ii) terminate
19 the discharge; and iii) recover as much of the wastewater discharged as possible for proper
20 disposal, including any wash down water.

21 B. Ensure the Town's Overflow Emergency Response Plan includes the following SSO
22 cleanup protocols:

23 i. Town staff shall perform the water quality sampling and testing procedures
24 described below whenever one thousand (1,000) gallons or more of spilled sewage enters
25 surface waters:

26 a. Town staff shall collect water quality samples, where feasible and safe, from
27 upstream of the spill, from the spill area, and downstream of the spill in flowing
28 water.

1 b. Feasibility for obtaining a sample will depend on whether sufficient flow
2 exists to collect a representative, uncontaminated sample, and whether dangerous
3 conditions exist that would preclude Town staff from safely obtaining a sample (i.e.,
4 Town staff will not be placed at risk for injury in severe weather or other dangerous
5 condition). Town staff may discontinue sampling where insufficient impacted flow
6 exists to collect samples.

7 c. The Town shall analyze the samples to determine the nature and extent of the
8 discharge. The basic analyses should include fecal coliform, E. coli, ammonia and
9 nitrogen.

10 ii. Town staff shall perform the surface sampling and testing procedures described
11 below whenever any SSO is discharged in an area that might pose a risk to health or the
12 environment:

13 a. Town staff shall collect samples, including soil samples from the site of the
14 SSO.

15 b. The Town shall analyze the samples for fecal coliform and E. coli.

16 C. These requirements shall be included in the Town's updated SSMP within six (6) months
17 of the Effective Date of this Consent Decree.

18 **11. Chemical Root Control**

19 A. When the Town uses chemical root control, the Town shall ensure that its contractor use
20 chemicals approved by the State of California. All applications shall comply with the
21 recommendations of the manufacturer of the chemical and as required by Cal-OSHA. All
22 chemicals shall be considered sewage and will receive treatment at the Publicly Owned Treatment
23 Works ("POTW") that receives the sewage from that line. In addition, the Town shall:

24 i. Require that its contractor use best management practices to preclude the escape of
25 the root control agent from the sewer line;

26 ii. Identify the PACP rating in the section being treated and maintain records, including
27 a map identifying locations where treatment occurs. The amounts applied shall be per the
28 chemical manufacturer's recommendation, and the contractor shall keep a record of the

1 amount applied at each location.

2 iii. Not apply any root control agent to any sewer line that has a known PACP rating
3 of 4 or 5 unless the Town can ensure that none of the root control agent will escape the
4 sewer line through any line defect; and

5 iv. Not knowingly apply any root control agent in any location where groundwater can
6 be contaminated via infiltration or exfiltration.

7 B. In addition, the Town shall post on its website a map showing where a root control agent
8 may be used throughout the sewer system and provide a contact number for the Town to respond
9 to questions.

10 C. These requirements shall be included in the Town's updated SSMP within six (6) months
11 of the Effective Date of this Consent Decree.

12 **12. CIWQS Link**

13 The Town shall create a link from the Town's website to the State Water Resources Control
14 Board's CIWQS SSO Public Reports' website, and shall publicize this new link to customers and
15 members of the public.

16 **V. RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

17 13. In consideration of the above, and except as otherwise provided by this Consent Decree,
18 CRW hereby forever and fully releases the Town and its respective successors, assigns, directors,
19 officers, agents, board members, representatives, and employees, and all persons, firms and
20 corporations having an interest in the Town, from any and all claims and demands of any kind,
21 nature, or description whatsoever, and from any and all liabilities, damages, injuries, actions or
22 causes of action, either at law or in equity, whether known or unknown, which CRW has or may
23 have against the Town based upon CRW's allegations as set forth in the CWA Notice Letter
24 and/or CRW Complaint as to the Town's sewage collection system up to and including the
25 Effective Date of this Consent Decree.

26 14. Beginning on the Effective Date and ending on the Termination Date, CRW agrees that
27 neither CRW, its officers, executive staff, members of its governing board nor any organization
28 under the control of CRW, its officers, executive staff, or members of its governing board, will

1 serve any 60-day Notice Letter or file any lawsuit against the Town seeking relief for alleged
2 violations of the Clean Water Act for the Town's sewage collection system, nor will CRW support
3 such lawsuits against the Town brought by other groups or individuals by providing financial
4 assistance, personnel time, or any other affirmative actions.

5 **VI. CRW ATTORNEY'S COSTS AND FEES**

6 15. Within thirty (30) calendar days after the Effective Date of this Consent Decree, the Town
7 shall pay CRW the sum of Thirty-five Thousand Dollars (\$35,000.00) as reimbursement for
8 CRW's investigative, expert, and attorneys' fees and costs and for fees and costs required to
9 monitor compliance with this Consent Decree. Payment shall be made by the Town to CRW in
10 the form of a single check payable to "California River Watch," and shall constitute full
11 satisfaction and payment for all costs of litigation and attorneys' fees incurred by CRW that have
12 or could have been claimed in connection with CRW's allegations in its CWA Notice Letter up
13 to and including the Effective Date of this Consent Decree, and for CRW's expert and attorneys'
14 fees and costs spent monitoring and enforcing the Town's compliance with ongoing obligations
15 under this Consent Decree up to and including the Termination Date. Payment shall be mailed
16 to the Law Office of Jack Silver, 708 Gravenstein Hwy. North, #407, Sebastopol, CA 95472-2808.

17 **VII. DISPUTE RESOLUTION PROCEDURE**

18 16. Any disputes with respect to any of the provisions of this Consent Decree shall be resolved
19 through the following procedure:

20 A. The Parties covenant and agree that, if either party believes the other is in violation
21 of one or more terms of this Consent Decree, the party shall provide notice to the other in writing
22 of what actions or inactions they deem to be in violation of this Consent Decree. Within thirty (30)
23 days of receipt of such notice, the party receiving the notice shall respond to the notice in writing.
24 If the Parties still dispute compliance with this Consent Decree, within an additional thirty (30)
25 days, the Parties will meet and confer in a good faith attempt to resolve their dispute. If the Parties
26 cannot informally resolve the dispute, they shall first attempt to resolve such dispute through
27 mediation, using a mutually agreed upon mediator. Should mediation be unsuccessful, then the
28 Parties will enter into binding arbitration, conducted by an arbitrator agreed upon by both Parties.

1 The arbitration shall be binding and not subject to ordinary judicial appeal; however, it shall be
2 subject to the procedural provisions provided for under Calif. Code of Civ. Proc. §§1280, *et seq.*
3 The arbitration shall be conducted in accordance with the arbitration rules and procedures of
4 JAMS (Judicial Arbitration and Mediation Service) to the extent other conventional rules are not
5 promptly agreed to by the Parties. The relief the arbitrator is empowered to award is limited to
6 injunctive relief to take action specified in this Consent Decree. The Parties shall each bear their
7 own costs and attorney's fees in connection with the Dispute Resolution Procedure, as herein
8 described.

9 B. If CRW asserts that the Town is in violation of this Consent Decree and the Town
10 corrects the action or inaction within sixty (60) days of written notice from CRW describing the
11 asserted violations, no further enforcement action under the terms of this Consent Decree shall be
12 taken by either party.

13 VIII. NOTICE TO THE FEDERAL GOVERNMENT

14 17. The Parties acknowledge and agree that entry of this Consent Decree is subject to the
15 requirements of Section 505(c)(3) of the Act, 33 U.S.C. §1365(c)(3), which provides that "[n]o
16 consent judgment shall be entered in an action in which the United States is not a party prior to
17 45 days following receipt of a copy of the proposed consent judgment by the Attorney General and
18 the [EPA] Administrator." Within five (5) business days following the Parties' execution of this
19 document, CRW shall serve copies upon the EPA Administrator and the United States Department
20 of Justice for agency review consistent with 40 C.F.R. §135.(a). The agency review period expires
21 forty-five (45) days after receipt by the agencies, as evidenced by written acknowledgment of
22 receipt by the agencies or the certified return receipts, copies of which shall be provided to the
23 Town if requested. In the event that the Federal Agencies object to entry of this Consent Decree,
24 the Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Federal
25 Agencies within a reasonable amount of time.

26 IX. FORCE MAJEURE

27 18. Separate from, and in addition to, any other limitations on, or amendments to, the Town's
28 obligations under this Consent Decree, the Town's obligations to comply with any provisions of

1 this Consent Decree shall be excused or deferred if compliance, or a delay in compliance, is
2 caused by an event or circumstance beyond the reasonable control of the Town or any entity
3 controlled by the Town, including its contractors, and which event or circumstance could not have
4 been reasonably foreseen and prevented by the exercise of due diligence by the Town. Where
5 implementation of the actions set forth in this Consent Decree, within the deadlines prescribed,
6 becomes unachievable, despite the timely good faith efforts of the Town, the Town shall notify
7 CRW in writing within sixty (60) days of the date that the Town knew of the event or
8 circumstance precluding compliance, and shall describe the reason for the non-performance. The
9 Parties agree to meet and confer in good faith concerning the non-performance and, where the
10 Parties concur that the non-performance was or is impossible, despite the timely good faith efforts
11 of one of the Parties, compliance shall be excused or new performance deadlines shall be
12 established by Consent Decree of the Parties. In the event that the Parties cannot timely agree,
13 either party shall have the right to invoke the Dispute Resolution Procedure described in Section
14 10 of this Consent Decree.

15 X. GENERAL PROVISIONS

16 19. **No Admission or Finding:** Neither this Consent Decree nor any payment pursuant to this
17 Consent Decree shall constitute evidence or be construed as a finding, adjudication, or
18 acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation
19 of any law, rule or regulation. However, this Consent Decree and/or any payment pursuant to this
20 Consent Decree may constitute evidence in actions seeking compliance with this Consent Decree.

21 20. **Construction:** The language in all parts of this Consent Decree shall be construed
22 according to its plain and ordinary meaning, except as to those terms defined by law, in the Clean
23 Water Act, or specifically herein.

24 21. **Choice of Law:** This Consent Decree shall be governed by the laws of the United States,
25 and where applicable, the laws of the State of California.

26 22. **Severability:** In the event that any provision, section, or sentence of this Consent Decree
27 is held by a court to be unenforceable, the validity of the enforceable provisions shall not be
28 adversely affected.

1 23. **Notices/Correspondence:** All notices required herein or any other correspondence
2 pertaining to this Consent Decree shall be sent by regular, certified, overnight, or electronic mail
3 as follows:

4 **To CRW:**

5 California River Watch
6 290 S. Main Street, Suite 817
7 Sebastopol, CA 95472

7 **And to:**

8 Jack Silver, Esq.
9 Law Offices of Jack Silver
10 708 Gravenstein Hwy. North # 407
11 Sebastopol, CA 95472-2808
12 Telephone: 707-528-8175
13 Email: jsilvenvirommental@gmail.com

11 David J. Weinsoff, Esq.
12 Law Office of David J. Weinsoff
13 138 Ridgeway Avenue
14 Fairfax, CA 94930
15 Telephone: 415-460-9760
16 Email: david@weinsofflaw.com

15 **To the Town:**

16 Town Council
17 Town of Hillsborough
18 1600 Floribunda Avenue
19 Hillsborough, CA 94010

19 **And to:**

20 Town Attorney
21 Town of Hillsborough
22 1600 Floribunda Avenue
23 Hillsborough, CA 94010

22 Notifications of communications shall be deemed submitted on the date that they are sent
23 by electronic mail, postmarked and sent by first-class mail, or deposited with an overnight
24 mail/delivery service. Any change of address or addresses shall be communicated in the manner
25 described above for giving notices.

26 24. **Counterparts:** This Consent Decree may be executed in any number of counterparts, all
27 of which together shall constitute one original document. Electronic copies of original signatures
28 shall be deemed to be originally executed counterparts of this Consent Decree.

1 25. **Assignment:** Subject only to the express restrictions contained in this Consent Decree, all
2 of the rights, duties and obligations contained in this Consent Decree shall inure to the benefit of
3 and be binding upon the Parties and their successors and assigns.

4 26. **Modification:** This Consent Decree, and any provisions herein, may not be changed,
5 waived, discharged or terminated unless by a written instrument, signed by the Parties.

6 27. **Full Settlement:** This Consent Decree constitutes a full and final settlement of this matter.
7 It is expressly understood and agreed that this Consent Decree has been freely and voluntarily
8 entered into by the Parties with and upon advice of counsel.

9 28. **Integration:** This is an integrated Consent Decree, is intended to be a full and complete
10 statement of the terms of the Consent Decree between the Parties, and expressly supersedes any
11 and all prior oral or written Consent Decrees, covenants, representations, and warranties (express
12 or implied) concerning the subject matter of this Consent Decree.

13 29. **Negotiated Consent Decree:** The Parties have negotiated this Consent Decree, and agree
14 that it shall not be construed against the party preparing it, but shall be construed as if the Parties
15 jointly prepared this Consent Decree and any uncertainty and ambiguity shall not be interpreted
16 against any one party.

17 30. **Authority:** Each signatory of this Consent Decree signing on behalf of another, warrants
18 that he or she has the authority to sign on behalf of said person or entity and all persons covered
19 by this Consent Decree, and is fully authorized by the party whom he or she represents to enter
20 into the terms and conditions of this Consent Decree.

21 **XI. RETENTION OF JURISDICTION**

22 31. This Court shall retain jurisdiction to enforce the terms and conditions of this Consent
23 Decree and to resolve any disputes arising hereunder for a period of five (5) years after its entry.
24 After this five (5) year period, the Town's obligation to comply with the injunctive relief provided
25 for herein shall terminate.

26 **XII. COURT APPROVAL**

27 32. The Parties hereby respectfully request that this Court promptly approve and enter this
28 Consent Decree. Upon entry of this Consent Decree, CRW and the Town waive their respective

1 rights to a hearing or trial on the allegations of the CWA Complaint and CWA Notice Lett
2 which are at issue in this action. If this Consent Decree is not approved by the Court, it shall b
3 of no force and effect, and it may not be used in any proceeding for any purpose.

4 **IT IS SO AGREED AND STIPULATED:**

5 DATED: 12/14/16 TOWN OF HILLSBOROUGH

6
7 By: Kathy Lero
Town Manager

8 ATTEST:
9 [Signature]
Town Clerk

10 DATED: 12/02/2016 CALIFORNIA RIVER WATCH

11 By: Larry Hanson
Larry Hanson, Board Pres.

13 **APPROVED AS TO FORM:**

14 LAW OFFICE OF JACK SILVER

15 By: Jack Silver
Jack Silver

16 DATED: Dec. 5, 2016

18 LAW OFFICE OF DAVID WEINSOFF

19 By: David J. Weinsoff
David J. Weinsoff

20 DATED: 12.5.16

21 Attorneys for California River Watch

23 NORMAN I. BOOK, CITY ATTORNEY

24 By: Mark D. Hudak
Mark D. Hudak, Asst. City Attorney
Attorneys for Town of Hillsborough

26 DATED: 12/13/16

28

1 **IT IS SO ORDERED:**

2 DATED: _____

United States District/Magistrate Judge

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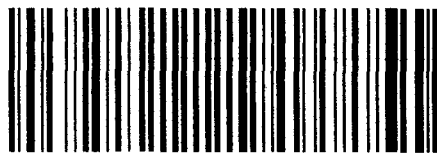
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Law Office of David Weinsoff
138 Ridgeway Avenue
Fairfax, CA 94930

CERTIFIED MAIL™



7013 0600 0000 2746 3403

**RETURN RECEIPT
REQUESTED**

Citizen Suit Coordinator
U.S. Department of Justice
Environment and Natural Resource Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415



1000



20044

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TO: Reed, Jason
PH: 202/353/7550
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RM: 2121
PCS: 1



9999030093775

RTE:
MSC:
Reed, Jason